

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES**

**BARSTOW COMMUNITY HOSPITAL – OPERATED
BY COMMUNITY HEALTH SYSTEMS, INC.**

and

Case 31-CA-26057

**UNITED NURSES ASSOCIATION OF CALIFORNIA,
UNION OF HEALTH CARE PROFESSIONALS,
NUHHCE, AFSCME, AFL-CIO**

Nikki N. Cheaney, Atty., Los Angeles, California,
Counsel for the General Counsel
Don T. Carmody, Atty., Woodstock, New York
Counsel for Respondent
Minh Nguyen, Atty., Gilbert & Sackman,
Los Angeles, California, Counsel for the
Charging Party

DECISION

Statement of the Case

LANA H. PARKE, Administrative Law Judge. This case was tried in Los Angeles, California on June 30 and July 1, 2003.¹ Pursuant to charges filed by United Nurses Association of California, Union of Health Care Professionals NUHHCE, AFSCME, AFL-CIO (the Union), the Regional Director of Region 31 of the National Labor Relations Board (the Board) issued a Complaint and Notice of Hearing (the complaint) on March 11, 2003.² The complaint alleges that Barstow Community Hospital – Operated by Community Health Systems, Inc. (Respondent) violated Sections 8(a)(3) and (1) of the National Labor Relations Act (the Act) by interrogating an employee about her union and/or protected concerted activities and by terminating Lois Sanders (Ms. Sanders) because she engaged in union and/or protected concerted activities, and to discourage employees from engaging in such activities.

¹ All dates are in 2002 unless otherwise indicated.

² The General Counsel amended the complaint on April 10, 2003 changing certain charge filing and service dates.

Respondent essentially denied the complaint allegations and asserted, as affirmative defenses, that Ms. Sanders was, at relevant times, a supervisor within the meaning of Section 2(11) of the Act and that it would have terminated Ms. Sanders irrespective of her union and/or protected activities.³

On the entire record and after considering the briefs filed by the Charging Party and Respondent⁴ and the oral argument of the General Counsel, I make the following

FINDINGS OF FACT

I. Jurisdiction

Respondent, a corporation, with a facility in Barstow, California (the facility or the hospital), is engaged in the operation of an acute-care hospital. During the calendar year preceding the complaint, a representative period, Respondent derived gross revenues in excess of \$250,000 from the operation of its acute care hospital in Barstow. During that same period, Respondent purchased and received at the facility goods and services valued in excess of \$50,000 directly from points outside the state of California. Respondent admitted and I find it to be an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and a health care institution within the meaning of Section 2(14) of the Act. Respondent admitted, and I find the Union to be a labor organization within the meaning of Section 2(5) of the Act.⁵

II. Alleged Unfair Labor Practices

A. The suspension, interrogation, and termination of Ms. Sanders

³ Respondent also raised affirmative defenses that the Region failed to conduct its investigation of these matters in compliance with the General Counsel's Memorandum OM 02-36 and the Board's Casehandling Manual and that the Region failed to afford Respondent sufficient time to cooperate in the investigation and produce evidence in its defense. I declined to receive evidence concerning these affirmative defenses. The adequacy of the General Counsel's investigation is not litigable in an unfair labor practice hearing, *Redway Carriers*, 274 NLRB 1359, 1371 (1985), and the agency's Casehandling Manual provides guidance only and is not binding on General Counsel or the Board. *Starlite Cutting, Inc.*, 280 NLRB 1071, fn. 3 (1986). Evidence regarding these affirmative defenses is not relevant to the unfair labor practice proceeding herein.

⁴ Respondent filed its brief on the due date but, through the inadvertence of the person charged with filing responsibility during counsel's absence from his office, filed it with the Regional Director of Region 31 rather than the Division of Judges as required. The following day, Counsel rectified the mistake, making proper filings to all parties. The Charging Party also untimely filed its decision with the Division of Judges on August 15, 2003. Thereafter, Counsel for the Charging Party provided an affidavit explaining that in her absence her secretary, mistakenly believing the brief was to be mailed on August 12, did not effect timely filing. In light of counsels' detailed explanations of inadvertent errors, their diligent attention to them, and the fact that no undue prejudice has resulted to any party, I have considered Respondent's and the Charging Party's briefs. See *International Union of Elevator Constructors, Local No. 2 (United Elevator Services Company)*, 337 NLRB No. 55 (2002).

⁵ Where not otherwise noted, the findings herein are based on the pleadings, the stipulations of counsel, and/or unchallenged credible evidence.

Respondent hired Ms. Sanders in May 2001. The position title noted on her Position Description/Evaluation of May 6 is "Registered Nurse...Emergency Room." Her duties included triaging patients, carrying out doctor orders, and transferring or discharging patients as directed. Her usual shift was from 7 p.m. to 7 a.m., the night shift, although she worked for a time on the day shift. The emergency room (ER) manager and a clinical coordinator (CC) provided ER oversight. When the CC was unavailable, other nurses filled in as assigned. Beginning a month or two after employment, Ms. Sanders filled in as CC once or twice a week on the night shift.

In early spring, Ms. Sanders told some of her coworkers she would contact a union for them so they could do something about their various employment complaints. Thereafter, she contacted various unions to set up a union information meeting for employees. On August 9, Ms. Sanders talked to Mary Capolupo (Ms. Capolupo), a registered nurse employed by Respondent, about the Union. Thereafter, Ms. Capolupo furnished a memorandum, dated August 9 to Maureen Bodine (Ms. Bodine), Respondent's director of nurses, which in pertinent part read:

On the night of 8-9-02 Lois Sanders was clinical coordinator. She came by wing 300 and said oh I didn't know you were working tonight. I said actually I am working OB post partum tonight. I am relieving Brian...Lois then said I have something to say to you but I do not know how to say it. Ah! Well I'll just come out and say it. I said what's that all about. She said have you heard anything about Carol and I trying to bring in the union for the nurses.

She said well what do you think about it? I said you can do what ever you want it's a free country. Lois then said, since you know all the nurses on the floor I thought maybe you could talk to them about the union...She then said maybe I shouldn't be asking you to do this because you might get written up and get in trouble.

On August 31, Ms. Bodine telephoned Ms. Sanders at home and informed her that Respondent was suspending her pending investigation but declined to explain why. At the hearing, Ms. Bodine testified that Respondent suspended Ms. Sanders while investigating whether Ms. Sanders had engaged in union activities while serving as a CC.

By letter dated September 6, Ms. Bodine informed Ms. Sanders, in pertinent part, as follows:

This is to inform you that we desire to schedule an investigatory interview with you for the purpose of inquiring into your conduct while recently assigned as a Clinical Coordinator.

We desire to schedule the interview for September 17, 2002 at 2:00 PM.

On September 17, Ms. Sanders attended the scheduled investigatory meeting held in Ms. Bodine's office. Ms. Bodine and Michael Trumble (Mr. Trumble), Respondent's director of human resources, were present. Ms. Bodine refused to tell Ms. Sanders the purpose of the

meeting, saying the questions she was about to ask would provide the answer. Ms. Bodine queried Ms. Sanders from a list of prepared questions. The questions and a summary of Ms. Sanders' answers⁶ are as follows:

- 5 1. Where [sic] you the Clinical Coordinator on the night of 8/9/02? Ms. Sanders said she was.
2. What are the responsibilities of the Clinical Coordinator? Ms. Sanders answered that she had no sense of authority, could not reprimand or discipline, did staffing for the following shift, and dealt with the pharmacy needs, and that she often did the job under protest.
- 10 3. During the shift of 8/9/02, did you have any conversations with any employee about Unions or organizing Unions? Ms. Sanders said she did not recall.
4. Did you say anything to anyone about getting written up or getting in trouble in reference to union activities? Ms. Sanders again said she did not recall.
- 15 5. Have you ever engaged in Union Activity while assigned as Clinical Coordinator? Ms. Sanders denied doing so.

By letter dated September 26, Ms. Bodine notified Ms. Sanders, in pertinent part, "[B]ased upon our recent investigation into your conduct while assigned as a Clinical Coordinator, your employment with Barstow Community Hospital is being terminated."

At the hearing, Ms. Bodine testified that Respondent terminated Ms. Sanders because she was conducting union activity on August 9 while acting in a management position as a "supervisor or clinical coordinator." Ms. Bodine said that Ms. Sanders' engaging in union activity while acting in the role of management was "against [Respondent's] policy which [was] to remain union-free." Respondent reiterated the basis for Ms. Sanders' termination in its brief:

Sanders, while vested with the responsibilities of Clinical Coordinator, sought to enlist Capolupo's assistance in organizing the Hospital's nurses. For this reason, and this reason alone, the Hospital rightfully decided to terminate Sanders' employment.⁷

B. Ms. Sanders' supervisory status

As with all ER nurses, Respondent hired Ms. Sanders with the expectation that she would fill in as relief CC. Donna Rollins (Ms. Rollins), medical-surgical manager, testified that Ms. Bodine tells all nurse-applicants for the ER that part of their roles will be to act as a clinical coordinator on the night shift in the absence of the CC or the manager, that it is mainly staffing they will be involved in, but they may have to deal with other issues that come up, at which time they may call a manager. As noted above, the Position Description/Evaluation for Ms. Sanders signed by Ms. Schneider on May 6, states Ms. Sanders' position as "Registered Nurse...Emergency Room." There is no mention of any relief CC position, and Ms. Sanders was not regularly scheduled as relief or acting CC. Bonnie Lou Schneider (Ms. Schneider), Manager of Medical Surgical Department, generally informed her once or twice a week that she was to fill in as CC. Respondent did not require employees to accept the acting CC assignment, and on occasion, Ms. Sanders declined to fill in as CC or asked management to

⁶ Ms. Bodine's notations sometimes consist of only a word to denote the answer given. The answers set forth are based on the notations and correlative testimony.

⁷ Respondent does not argue, and there is no evidence, that Ms. Sanders' brief discussion with Ms. Capolupo occurred on either employee's work time. Ms. Bodine testified that she did not know whether Ms. Capolupo or Ms. Sanders was on break at the time of the conversation.

find someone else. Respondent paid acting CCs a ten percent shift differential when they served in that capacity. I find that although Ms. Sanders served as an *ad hoc* acting CC as did other ER nurses, she did not have any regular, established assignment as a relief CC.

When nurses were directed to act as CC, a manager gave the assigned individual a staffing book containing staff guidelines, staffing grids,⁸ master schedules, daily assignment sheets, a list of patients' names and rooms, an emergency call list, instructions on how to "stock" the emergency rosters, other pertinent information for CCs, and contact phone or pager numbers of all supervisors. Ms. Rollins referred to the staffing book as "the brains." The manager told the nurse what to expect on the shift (e.g. staffing, patient issues, pending admissions, available beds.) As noted by Ms. Rollins, Respondent "encouraged...absolutely" acting CCs to follow Respondent's written policies. The daily assignment sheets, prepared by the regular CCs, listed names of employees to be called in to work or "cut" (excused from scheduled work) along with Ms. Schneider's suggestions as to which employees were to be called in or excused. As Ms. Rollins testified, the notes were sometimes very specific: "These are the people that if you need to call people up these are the order to do it...it is their turn." On the one occasion Ms. Rollins could recall giving the book to Ms. Sanders, she told Ms. Sanders the staffing was already done and reviewed it with her. In assigning the acting CCs, the managers "usually tried to make sure that things were sorted out beforehand." Respondent's training for acting CCs consisted of showing them how to use the staffing book, how to read the staffing grid, where to obtain medications, and where the pharmacy keys were kept. When Ms. Sanders acted as CC, in addition to her normal nursing work, she performed the following duties, which accounted, at the most, for less than 17 percent of her time:⁹

1. Assessed the need for staff by applying the established staffing grids and "called in" or "called off" staff as required by patient flow, utilizing the employee lists in the staffing book.
2. Obtained necessary medications by going to the facility's locked pharmacy with security personnel, obtaining and signing for specified medications, and relocking the pharmacy.
3. When physicians determined that patients were to be admitted to the hospital from the emergency room, called the appropriate floor nurses and obtained a patient room number for admittance.

During the periods she filled in as CC, Ms. Sanders spent the bulk of her work time performing nursing duties. Like other acting CCs, she had no authority to discipline employees. Any employee misconduct was to be referred to management. No occasion occurred where she gave permission for any employee to leave work, and she believed she would have to contact management in such a situation. Ms. Schneider instructed Ms. Sanders that if a problem occurred, she was to call Ms. Schneider at home, and Ms. Rollins said that if acting CCs encountered any "issues, they would certainly call."

If staff members called in sick or were otherwise unable to fulfill their shifts, they had to be replaced so as to maintain the grid level or ratio. If patient numbers fluctuated in the course of a shift, nursing personnel had to be called in or released to maintain the appropriate grid

⁸ The staffing grids set a nurse/patient ratio according to Respondent's guidelines and California regulations. Ms. Sanders had nothing to do with establishing Respondent's policies, guidelines, or staffing grids.

⁹ Respondent's witnesses agreed that the time an acting CC spent on CC duties might be as little as 30 to 40 minutes in a 12-hour shift.

level. Acting CCs had the authority to “float”¹⁰ employees from one treatment area to another. Ms. Schneider’s description of the process was that the CC might call another department and say, “Who can come over and help us get through this crisis?”

5 If unscheduled employees had to be called in to work, Ms. Sanders either utilized the staff lists in the staffing book or contacted a registry (contract service) to obtain personnel. In utilizing the staffing book, Ms. Sanders followed the prepared staffing log, starting with the top name and working down the list.¹¹ If staffing difficulty occurred, the acting CC could contact Ms. Rollins who would then make the calls for them. The acting CC had no authority to order
10 any employee to work; if employees refused to report, the information would be passed on to a manager for determination of disciplinary action.¹² Contract nursing personnel were used when no employees were available to work. In summoning contract help, Ms. Sanders contacted the registry as designated by Respondent. If contract personnel were used, Ms. Sanders oriented them to the ER by following Respondent’s checklist for ascertaining if they knew emergency
15 procedures.

From the ER, patients were admitted to either the Intensive Care Unit (ICU) or one of the two medical-surgery floors of the hospital, as designated by the attending physician. The system for determining to which of the medical-surgery floors the patient would be admitted
20 was, according to Ms. Rollins, generally “pretty routine” and consisted of alternating admissions between the two floors. When, on one occasion, the staff of one floor refused to accept an admission, the acting CC called Ms. Rollins who handled the problem.

Although an acting CC needed to deal with the “concerns” of patient family members, physicians, and staff, Ms. Rollins knew of no specific occasion where an acting CC had
25 occasion to resolve conflicts among staff. It was “not uncommon” for CCs to call Ms. Rollins at home when problems developed or for her to return to the hospital to deal with issues arising during acting-CC stints.

30 III. Discussion

When Ms. Sanders spoke briefly about union organizing to Ms. Capolupo on August 9, she was engaged in protected activity as described in Section 7 of the Act. There is no dispute that Respondent thereafter suspended Ms. Sanders pending its investigation of whether she
35 had engaged in union activities as reported by Ms. Capolupo.¹³ There is no dispute that Respondent, in the course of the investigation, interrogated Ms. Sanders about her union

¹⁰ Floating is the temporary assignment of employees to various departments to meet workload demands.

40 ¹¹ Ms. Sanders’ method of calling in employees was consistent with manager expectations. As Ms. Rollins testified, if additional staff was needed, the acting CC looked to “the staffing sheets [to] find out if...somebody else...could fill that position, and if there wasn’t then [the acting CC] would start calling around other staff members to see who could come in and cover that shift.”

45 ¹² However, if unscheduled staff declined to work, managers generally filled in as needed.

50 ¹³ Although General Counsel did not allege the investigation of Ms. Sanders and her corollary suspension as violations of the Act, as the facts surrounding them were admitted by Respondent, were fully and fairly litigated, and as the issues are closely connected to the subject matter of the complaint, I have considered the lawfulness of the investigation and the suspension herein. *Gallup, Inc.*, 334 NLRB 366 (2001); *Letter Carriers Local 3825*, 333 NLRB 343, fn. 3 (2001); *Parts Depot* 332 NLRB 733 (2000).

activities, and there is no dispute that Respondent fired Ms. Sanders on August 26 because she had engaged in union activities. An employer's investigation undertaken to determine an employee's involvement in protected activities is unlawful as are all the disciplinary consequences flowing therefrom. See *In Re Preferred Transportation*, 339 NLRB No. 2 (2003) citing *Accord Business Products-Division of Kidde, Inc.*, 224 NLRB 840, fn. 3 (1989). It does not matter that the employer may have believed, in good faith, that the statutory employee was a supervisor within the meaning of the Act. See *General Security Services Corp.*, 326 NLRB 312, 313 (1998). Respondent's conduct in investigating Ms. Sanders' union activity, suspending her during the pendency of the investigation, interrogating her about her union activity, and firing her is unlawful on its face under Section 8(a)(3) and (1) of the Act.

Respondent defends its conduct on the ground that Ms. Sanders lost the protection of the Act when she engaged in union activities because she was, at the time, acting CC and a supervisor within the meaning of Section 2(11) of the Act. Respondent carries the burden of proving supervisory status. *Kentucky River Community Care, Inc.*, 121 S. Ct. 1861, 1866-1867 (2001); *Dean & Deluca New York, Inc.*, 338 NLRB No. 159, at slip op. 2 (2003) ("The party asserting [supervisory] status must establish it by a preponderance of the evidence [citations omitted]"). I find Respondent has not met its burden of showing that Ms. Sanders was or acted as a supervisor at any relevant time hereto.

According to the Board, "An employee's temporary assumption of supervisory duties is not sufficient to establish statutory supervisory status [citations omitted]." *Health Resources of Lakeview*, 332 NLRB 878 (2000). The Board, quoting *Aladdin Hotel*, 270 NLRB 838, 840 (1984) has stated that "[T]he appropriate test for determining the status of employees who substitute for supervisors is whether the part-time supervisors spend a regular and substantial portion of their working time performing supervisory tasks." *St. Francis Medical Center-West*, 323 NLRB 1046 (1997).¹⁴ There is no evidence Ms. Sanders exercised or possessed any supervisory authority when she filled in as a CC. Rather, the evidence shows that Ms. Sanders followed established written procedures and policies as an acting CC and that she did not exercise independent judgment within the meaning of Section 2(11) of the Act. See *In Re Beverly Health and Rehabilitation*, 335 NLRB No. 54 (2001) (exercise of only routine authority); *In Re Dean & Deluca, New York, Inc.*, 338 NLRB No. 159, fn. 15 (2003) (direction and scheduling of employees does not establish an employee as a supervisor.) Ms. Sanders' responsibility in any disciplinary process was nothing more than reportorial, and there is no evidence she exercised even that limited role. See *Ken-Crest Services*, 335 NLRB No. 63 (2001). Although Ms. Sanders made certain work assignments and called in employees as needed, work assignments made by following plans and schedules of management do not establish statutory supervisory status,¹⁵ neither does requesting off-duty employees to come in to work. *Health Resources of Lakeview*, supra. Ms. Sanders oriented registry-nursing employees when they were called in, but such orientation does not confer supervisory status, especially where orientation consists of referring employees to established procedures and policies. *Chrome Deposit Corp.*, 323 NLRB 961 (1997).

¹⁴ I cannot agree with Respondent that the Board's reasoning in *St. Francis* does not apply to this situation because Ms. Sanders' "right to vote is not at issue." The Board's analyses of supervisory status are not dependent on issues but apply to all cases commonly.

¹⁵ *Dean & Deluca*, supra; *Arlington Electric, Inc.*, 332 NLRB 74 (2000).

Even assuming Ms. Sanders exercised some supervisory authority during those occasions when she acted as a CC, Respondent has not established that Ms. Sanders spent a regular and substantial portion of her work time doing so as required by *Aladdin Hotel*, supra. Ms. Sanders was assigned CC responsibility irregularly and when she was, the performance of those responsibilities did not involve a substantial portion of her working time. Accordingly, the evidence does not support Respondent's contention that Ms. Sanders was a supervisory employee at any time. Specifically, the evidence does not show that Ms. Sanders was a supervisory employee when, on August 9, she discussed union organization with a fellow employee.

Ms. Sanders, having been a statutory employee at all relevant times and specifically on August 9 when she engaged in union activity, was entitled to exercise the rights guaranteed by Section 7 of the Act. When Respondent placed Ms. Sanders on suspension on August 31 pending its investigation of her union or other concerted protected activities and when Respondent terminated her for having engaged in such activities on September 26, Respondent violated Section 8(a)(3) and (1) of the Act.¹⁶ When Respondent instituted an investigation of Ms. Sanders' union or other concerted protected activities between August 9 and September 17 and when Respondent interrogated Ms. Sanders about her union or other concerted protected activities on September 17, Respondent violated Section 8(a)(1) of the Act.

Conclusions of Law

1. Respondent violated Section 8(a)(1) of the Act by investigating Ms. Sander's union or other concerted, protected activities.
2. Respondent violated Section 8(a)(1) of the Act by interrogating Ms. Sanders about her union or other concerted, protected activities.
3. Respondent violated Sections 8(a)(3) and (1) of the Act by suspending Ms. Sanders on August 31, 2002.
4. Respondent violated Sections 8(a)(3) and (1) of the Act by terminating Ms. Sanders on September 26, 2002.

Remedy

Having found that Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

Respondent having discriminatorily suspended and terminated Lois Sanders, it must offer her reinstatement and make her whole for any loss of earnings and other benefits, computed on a quarterly basis from date of suspension to date of proper offer of reinstatement, less any net interim earnings, as prescribed in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), plus interest as computed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

¹⁶ As Respondent concedes it disciplined Ms. Sanders for her union activities, I agree with Respondent that it is unnecessary to apply the Board's analytical framework for deciding cases turning on employer motivation set forth in *Wright Line*, 251 NLRB 1083, 1089 (1980), enfd. 662 F.2d 899 (1st Cir. 1981), cert. denied 455 U.S. 989 (1982), approved in *NLRB v. Transportation Management Corp.*, 462 U.S. 393 (1983).

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended¹⁷

ORDER

Respondent, Barstow Community Hospital – Operated by Community Health Systems, Inc., Barstow, California, its officers, agents, successors, and assigns, shall

1. Cease and desist from

- (a) Investigating employees' union or other concerted, protected activities.
- (b) Interrogating employees about their union or other concerted, protected activities.
- (c) Suspending any employee for engaging in union or other concerted, protected activities.
- (d) Terminating any employee for engaging in union or other concerted, protected activities.
- (e) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

- (a) Within 14 days from the date of this Order, offer Lois Sanders full reinstatement to her former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to her seniority or any other rights or privileges previously enjoyed.
- (b) Make Lois Sanders whole for any loss of earnings and other benefits suffered as a result of the discrimination against her in the manner set forth in the remedy section of the decision.
- (c) Expunge from its files any reference to Lois Sanders' unlawful suspension and termination and thereafter notify her in writing that this has been done and that the suspension and/or termination will not be used against her in any way.
- (d) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of back pay due under the terms of this Order.
- (e) Within 14 days after service by the Region, post at its facility in Barstow, California copies of the attached notice marked "Appendix."¹⁸ Copies of the notice, on forms provided by the Regional Director for Region 31 after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted.

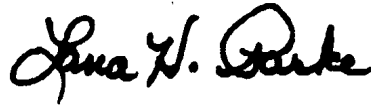
¹⁷ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

¹⁸ If this Order is enforced by a Judgment of the United States Court of Appeals, the words in the notice reading "POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD" shall read "POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD."

Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since August 9, 2002.

- (f) within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated this 29th day of August, 2003, at San Francisco, CA:



Lana H. Parke
Administrative Law Judge

APPENDIX
NOTICE TO EMPLOYEES
Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities

WE WILL NOT investigate employees' union or other concerted, protected activities.

WE WILL NOT interrogate employees about their union or other concerted, protected activities.

WE WILL NOT suspend employees because they engage in union or other concerted, protected activities.

WE WILL NOT terminate employees because they engage in union or other concerted, protected activities.

WE WILL NOT in any like or similar manner interfere with, restrain, or coerce employees in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL offer Lois Sanders full reinstatement to her former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to her seniority or any other rights or privileges previously enjoyed.

WE WILL make Lois Sanders whole for any loss of earnings and other benefits resulting from her suspension and termination.

WE WILL remove from our files any reference to the unlawful suspension and termination of Lois Sanders and **WE WILL** notify her in writing that this has been done and that the suspension and termination will not be used against her in any way.

Respondent, Barstow Community Hospital –
Operated by Community Health Systems, Inc.

(Employer)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov.

11150 West Olympic Boulevard, Suite 700, Los Angeles, CA 90064-1824

(310) 235-7352, Hours: 8:30 a.m. to 5 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (310) 235-7123.